CITY OF FAIRMONT WEST VIRGINIA



BID REQUESTS FOR THE FOLLOWING:

BID FY20-04

LINES DEPARTMENT STORAGE CANOPY

Mandatory Pre-Bid Meeting: Friday, October 4, 2019 @ 1:00 p.m. Waste Water Treatment Plant 901 Howard Ave Fairmont, WV 26554

BID OPENING DATE: 10:00 A.M., TUESDAY, OCTOBER 29, 2019

CITY OF FAIRMONT 200 JACKSON ST., ROOM 305 3RD FLOOR – J. HARPER MEREDITH BUILDING FAIRMONT, WV 26554

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Bid Number FY20-04 LINES DEPARTMENT STORAGE CANOPY

Mandatory Pre-Bid Meeting: Friday, October 4, 2019 At 1:00 pm at Waste Water Treatment Plant Bids Due: Tuesday, October 29, 2019 at 10:00 a.m. (EST)

INFORMATION FOR BIDDERS / BID INSTRUCTIONS

1. RECEIPT OF BIDS

SEALED BIDS will be received by the City of Fairmont (herein called the "OWNER"), at the City Manager's Office, City Hall, Fairmont, West Virginia until 10:00 a.m. on Tuesday, October 29, 2019 and then publicly opened and read aloud.

2. PREPARATION OF BIDS

Each BID must be submitted on the set of proposal forms furnished with the BID PACKAGE, in a sealed envelope, addressed to <u>City of Fairmont, Purchasing</u> <u>Coordinator, 200 Jackson St., Room 305, Fairmont, WV, 26554.</u>

Each sealed envelope containing a **BID** must be plainly marked on the outside as **BID for:** "LINES DEPARTMENT STORAGE CANOPY", and the envelope should bear on the outside the name and address of the **BIDDER**. If forwarded by mail, the sealed envelope containing the **BID** must be enclosed in another envelope addressed to the <u>City of Fairmont</u>, Attn: <u>Purchasing Coordinator</u>, 200 Jackson St., Room 305, Fairmont, WV, 26554.

The **OWNER** may waive any informalities or minor defects or reject any and all BIDS. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof (weekends and holidays excluded).

Mandatory Pre-Bid Meeting: Friday, October 4, 2019 At 1:00 pm at Waste Water Treatment Plant

3. QUALIFICATIONS OF BIDDER

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the obligations of the contract. The BIDDER shall furnish to the OWNER all such information and data as requested. The OWNER reserves the right to reject any BID if the investigation fails to

satisfy the OWNER that a BIDDER is properly qualified to carry out the obligations of the Agreement.

4. ADDENDA AND INTERPRETATIONS

BIDDERS ARE ASKED TO DIRECT ALL QUESTIONS OR COMMENTS TO THE PURCHASING COORDINATOR.

No interpretation of the meaning of the specifications or other bid documents will be made to any bidder orally. All questions by prospective bidders, including interpretations of "approved equal" value must be submitted in writing to Erin Parker, Purchasing Coordinator, by email at eparker@fairmontwv.gov or by mail to City of Fairmont, Attn: Purchasing Coordinator, 200 Jackson St., Room 305, Fairmont, WV, 26554, and must be received by the date specified in the Bid Timetable.

Any addenda issued on this bid will be posted online at fairmontwv.gov/bids.aspx. It is the responsibility of the bidder to check the City of Fairmont's official website for any updates before submitting a bid. Failure of any bidder to receive any addenda or interpretation shall not relieve such bidder from any obligation under their bid, as submitted. Failure to acknowledge any addendum issued may result in the rejection of the bid.

5. VENDOR PREFERENCES

State and local vendor preferences may apply, if a written claim is made at the time the bid is submitted.

6. AWARD OF CONTRACT AND OWNER'S RIGHT TO WAIVE OR REJECT

The City of Fairmont will be asking for individual costs on each structure in the proposal; however, it is the intent to award this bid to the one vendor with the overall lowest, most responsible bid.

The City of Fairmont reserves the right to reject any or all proposals or waive any irregularity in this bid or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Invitation to Bid, in the best interest of the City of Fairmont. The City also reserves the right to re-advertise for proposals using the same or a different request for proposals.

This Invitation to Bid does not commit the City to award a contract or to procure or contract for services or goods.

7. STATEMENT OF CONFIDENTIALITY

Proposal submissions are subject to the Freedom of Information Act (FOIA). Responses to this Invitation to Bid will become the exclusive property of the City of Fairmont. All materials, unless defined and labeled by the respondent as "trade secrets" or "proprietary business information" may be subject to disclosure upon request under the West Virginia Freedom of Information Act found in West Virginia Code §29B-1-1 et seq. The City shall not be liable for the disclosure of any such information.

8. LEGAL ADVERTISEMENT

This Invitation to Bid will be advertised in the Times West Virginian as a Class II legal ad on <u>Friday</u>, <u>September 20, 2019</u> and again on <u>Monday</u>, <u>September 30</u>, <u>2019</u>.

9. REQUIRED BID DOCUMENTS

The City of Fairmont may disqualify a Bid if the following documents are not included in the sealed bid:

- 1. Bid Proposal
- 2. Bid Proposal Section 0120
- 3. Signed addenda (if any were issued during the bid process)
- 4. Certification and Signature Page
- 5. Certificate of Liability Insurance (proof of ability to obtain at the requested limits)
- 6. Bid Bond
- 7. Payment Bond
- 8. Performance Bond
- 7. Sub-Contractor List
- 8. Non-Litigation Certificate
- 9. Drug Free Workplace Conformance Affidavit
- 10. Non- Discrimination in the Workplace Conformance Affidavit
- 11. Copy of WV State Business License
- 12. Copy of City of Fairmont Business License (if already obtained)
- 13. Copy of Contractors License

The following fully executed documents will be required of awarded bidder within five (5) business days after Notification of Award.

- 1. Performance Bond
- 2. Payment Bond
- 3. Certificate of Liability Insurance
- 4. Contract
- 5. Copy of Work Compensation Certificate
- 6. Copy of City of Fairmont Business License (if not already submitted)

Once all required documents have been received and approved, a Notice to Proceed will be issued. The project cannot commence until a Purchase Order has been issued by the City of Fairmont.

10. BID TIMETABLE

The anticipated schedule for the bid process is as follows:

• Friday, September 20, 2019 Bid documents available

• Friday, October 4, 2019 Mandatory Pre-Bid Meeting

• Wednesday, October 9, 2019 Deadline for submission of questions

Monday, October 14, 2019
Final addenda will be posted online
Tuesday, October 29, 2019
Bid documents due at 10:00 a.m.

Tuesday, October 29, 2019

Bid documents due at 10:00 a.m.
*Bids will be opened and read

publicly at that time.



LINES DEPARTMENT STORAGE CANOPY

Mandatory Pre-Bid Meeting: Friday, October 4, 2019
At 1:00 pm at Waste Water Treatment Plant

Bids Due: Tuesday, October 29, 2019 at 10:00 a.m. (EST)

SECTION 2 BID SPECIFICATIONS & SCOPE OF WORK

MANDATORY PRE-BID MEETING: Friday, October 4, 2019 1:00 pm at the Waste Water Treatment Plant, 901 Howard Ave, Fairmont, WV 26555

1. Provide all necessary labor, equipment, permits, materials, insurance, etc. for the completion of the below project.

Existing Canopy

1. **Remove** Anduro roofing and existing gutters and downspouts and replace all 2x4 purlins and 2x12 rafters Provide new wood trusses or wood rafters along with raised metal roofing along with 6" gutter and downspouts. The roof must be built to withstand wind and snow loads for the Fairmont WV area per ASCE 7-10. The Contractor will be responsible to submit calculations and drawings by a Registered Professional Engineer prior to beginning of the work.

East Extension – Canopy Work

2. Extend the existing Canopy to the east to the end of canopy building. This extension will be approximately 14' x 32'. The roof must be built to withstand wind and snow loads for the Fairmont WV area per ASCE 7-10. A column and foundation anchorage plan will be required and calculations and drawings by a Registered Professional Engineer prior to beginning of this work. Roofing to be raised metal along with 6" gutter and downspouts as needed.

West Extension - Canopy Work

3. Construct a new Canopy to the west to the end of existing canopy. This extension will be approximately 60' x 32'. The roof must be built to withstand wind and snow loads for the Fairmont WV area per ASCE 7-10. A column and foundation anchorage plan will be required and calculations and drawings by a Registered Professional Engineer prior to beginning of this work. Roofing to be raised metal along with 6" gutter and downspouts.

A vent and AC unit attached to the existing Lines Department Shop may need relocated to facilitate the proposed work. Lighting will be required in this section of the proposed canopy. Contractor to provide adequate lighting coverage using 4ft. LED bulbs and fixtures. Roof lines for the 3 areas of work must match and be continuous. Contractor shall be responsible for all fees, taxes, permits and licenses.

- 2. Contractor is responsible for all utility disconnects.
- 3. The successful bidder will be responsible when the project is complete to remove and dispose of all waste and unwanted material from the job site as well as a complete final cleaning of the building exterior and interior.
- 4. It is the awarded vendor(s) responsibility to contact and obtain permission from all applicable agencies to access and/or block any roadway during the demolition.
- 5. The hours contractor is permitted to work is between 7:00 a.m. and 9:00 p.m. (EST)
- 6. Successful bidder will have 90 days to complete the project from the date of the Notice to Proceed.
- 7. All work must be performed as required by the Building Inspector's office and must be approved by the Building Inspector or his agents. It is the Contractor's responsibility to contact the Building Inspection Department to request an inspection of the job before any payment can be made. Inspection Requests can be scheduled by calling (304) 366-6212, ext. 303.
- 8. Contractor shall hold and save harmless the City of Fairmont from any liability which might arise in connection with this contract.
- 9. Contractors submitting bids must furnish proof of insurance coverage, covering any possible damages or claims that may arise in connection with this work. The minimal requirements are stated on the Certificate of Liability Insurance form attached as part of this Invitation to Bid.
- 10. Contractor shall provide all barricades, warning signs, warning lights, etc. to assure safe movement of traffic.
- 11. In accordance with the federal "Americans with Disabilities Act" (the Act), the City of Fairmont will not discriminate against individuals with disabilities, and will not do business with vendors who discriminate against such individuals in violation of the Act.



INVITATION TO BID

LINES DEPARTMENT STORAGE CANOPY

Mandatory Pre-Bid Meeting: Friday, October 4, 2019
At 1:00 pm at Waste Water Treatment Plant

Bids Due: Tuesday, October 29, 2019 at 10:00 a.m. (EST), 2019

SECTION 3 GENERAL TERMS AND CONDITIONS

All bids are subject to the provisions of these General Terms and Conditions. Bidder specifically agrees to the conditions set forth in this document by signature of the "BID PROPOSAL".

- 1. TIME FOR CONSIDERATION: Unless otherwise indicated, the offer shall be valid for 60 days from the date of bid opening
- 2. TAXES, LICENSING AND FEES: The City of Fairmont is sales tax-exempt. It is the Contractor's responsibility to obtain all building permits and pay any and all fees associated with project including Federal, State and Local licensing and permits, City of Fairmont Business and Occupation Tax, Street Maintenance Fees, and any other applicable fees, taxes and charges.
- 3. PRICE ADJUSTMENTS: Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the bidder to other customers.
 - a. **NOTIFICATION**: Must be given to the City of Fairmont Purchasing Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturers' official notice or other evidence that the change is general in nature.
- **4.** PAYMENT TERMS: Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods and services, whichever is later. The City of Fairmont is responsible for all payments under the contract.
- 5. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.
- 6. PERFORMANCE BOND AND/OR OTHER FORM OF SECURITY AND DEFAULT: The City of Fairmont reserves the right to require performance bonds from successful bidder, as provided by law, without expense to the City. Otherwise, in case of default by the Bidder, the City may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. Default shall occur if the Bidder fails to perform any obligation under the contract and schedule and such failure remains uncured for more than thirty (30) days after receipt of written notice thereof from the City of Fairmont.

- 7. SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items and work offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet(s).
- **8. PROMPT PAYMENT DISCOUNTS**: Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
- 9. BID EVALUATION AND AWARD OF CONTRACT: As directed by statute, qualified bids will be evaluated and acceptance made of the lowest and best bid most advantageous to the City of Fairmont as determined upon consideration of such factors as: prices offered; the quality of the service offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the City to be pertinent or peculiar to the scope of work in question. The City reserves the right to make individual, partial, progressive or multiple awards: where it is advantageous to award separately by the job; or where more than one vendor is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the City of Fairmont to be pertinent or peculiar to the scope of work in question. The City of Fairmont will not be bound by oral discussions during evaluation process
- 10. GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City of Fairmont Purchasing Department at once, indicating in his letter the specific regulation which required such alterations. The City of Fairmont reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
- 11. M/WBE: The City of Fairmont invites and encourages participation in this procurement process by businesses owned by minorities, women, and the handicapped.
- 12. INSURANCE Coverage: During the term of the contract, the bidder at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the bidder shall provide and maintain the following coverage and limits:
 - a. Requirements Providing and maintaining adequate insurance coverage is a material obligation of the bidder and is of the essence of this contract. All such insurance shall meet all laws of the State of West Virginia. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in West Virginia. The bidder shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing laws or this contract. The limits of coverage under each insurance policy maintained by the bidder shall not be interpreted as limiting the bidder's liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until the job for which you have been awarded by the City is complete and accepted by the City of Fairmont.

- 13. EXCEPTIONS: All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Bidder's response will be waived and have no effect on this Invitation to Bid or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Bidder may be grounds for rejection of the Bidder's proposal. The Bidder specifically agrees to the conditions set forth in the above paragraph by affixing his name on the signatory page contained herein.
- **14. ASSIGNMENT:** No assignment of the bidder's obligations nor the bidder's right to receive payment hereunder shall be permitted. However, upon written request approved by the City of Fairmont Finance Department, solely as a convenience to the bidder, the City of Fairmont may:
 - a. Forward the bidder's payment check directly to any person or entity designated by the bidder, and;
 - b. Include any person or entity designated by bidder as a joint payee on the bidder's payment check.

In no event shall such approval and action obligate the City of Fairmont to anyone other than the bidder and the bidder shall remain responsible for fulfillment of all contract obligations.

- 15. AVAILABILITY OF FUNDS: Any and all payments of compensation of this specific transaction, it's continuing or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to the City for the purpose set forth in this agreement.
- **16. CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed, in writing, to the City of Fairmont Purchasing Coordinator at eparker@fairmontwv.gov.
- 17. RIGHT TO CANCEL: The City of Fairmont may terminate/cancel this contract at any time by providing written notice to the bidder at least thirty (30) days before the effective date of termination/cancellation.



Bid Number FY20-04 LINES DEPARTMENT STORAGE CANOPY

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At 1:00 pm at Waste Water Treatment Plant

Bids Due: Tuesday, October 29, 2019 at 10:00 a.m. (EST), 2019

SECTION 4 SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions shall apply unless otherwise noted in the General Terms and Conditions of this RFP. It shall be the Vendor's sole responsibility to ensure that they are compliant with all applicable federal, state and city laws, rules, ordinances, statutes, etc. that may impact this contract. The City of Fairmont bears no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, the City of Fairmont may find the Vendor in default.

A. GENERAL REQUIREMENTS

- 1. TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies or services as shown to each of the applicable City of Fairmont locations in quantities to be determined subsequent to the award.
- 2. INDIVIDUAL/GROUP BIDS: When provision is made on the proposal form for bidding items on an individual or group basis, the award will be made on whichever basis is in the best interest of the City of Fairmont.
- 3. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to the City of Fairmont to the specification as written. Any deviation by the awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the services and/or equipment.
- 4. SUBCONTRACTORS: The awarded Vendor shall not assign the work or any part thereof to any other company without the previous written consent of the City of Fairmont. The awarded Vendor shall provide the name of the subcontractor(s) it intends employing, the scope of their portion of the work, the portion of the materials/labor to be furnished, and provide, in writing, the subcontractor contact information including company name, contact name, physical address, mailing address, phone number and email address. The awarded Vendor shall not assign any of the monies payable under the contract without prior written consent from the City of Fairmont.

B. PRICES

- 1. UNIT PRICES: All bid proposals shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid.
- **2. TAXES:** The City of Fairmont is sales tax-exempt (form will be provided upon request). Vendor is to itemize any additional taxes within the quote.

C. GUARANTEE OF PAYMENT

1. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by the City of Fairmont.

D. SUBMISSION OF PROPOSAL

- 1. **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error.
- 2. PROPOSALS: Vendors must submit technical and cost proposals as specified in the bid documents. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to their proposal, if so desired, to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.
- 3. **COMMENCEMENT OF SERVICES:** The City of Fairmont shall have no obligation to pay for services performed before the contract is signed or after it ends. The City of Fairmont shall have no obligation to pay for services in excess of the monetary amount of the award.

E. TERMINATION OF CONTRACT

TERMINATION FOR DEFAULT: If Vendor has not performed or has unsatisfactorily
performed the contract, payment shall be withheld at the discretion of the City of Fairmont.
Failure on the part of the Vendor to fulfill contractual obligations shall be considered just
cause for termination of the contract, and the Vendor is not entitled to any costs incurred
up to the date of termination. In the event of a default by the Vendor, this contract may be
terminated.

F. CONTRACT TERMS AND CONDITIONS

1. **INVOICES:** All invoices are to be itemized and submitted as follows:

City of Fairmont Attn: Accounts Payable P.O. Box 1428 Fairmont, WV 26555-1428

- 2. **LATE SUBMISSION OF INVOICES:** Vendor agrees that all invoices are to be submitted in a timely manner after services/materials/equipment has been provided. If invoices are submitted more than six months after the Vendor's services have been rendered, the City of Fairmont shall have no obligation to pay for the stale invoices. Additionally, any services rendered before the end of the fiscal year for the City of Fairmont (July 1 June 30) must be invoiced before July 15th annually.
- 3. CONFIDENTIALITY: Vendor agrees to hold all confidential information in the strictest confidence and will not voluntarily sell, transfer, publish, disclose, display or make any press release or public announcement or make available to any third persons such confidential information without the written approval of the City of Fairmont.
- 4. **INDEMNIFICATION:** Vendor shall indemnify, defend and hold harmless the City of Fairmont and its employees from any and all claims, demands, suits and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the City of Fairmont and their respective appointed officials and employees, arising as a result of any direct or indirect, willful or negligent act or omission of the consultant or its employees, agents or volunteers.
- 5. **NON-ASSIGNABILITY:** This contract shall not be assigned or services subcontracted in whole or in part without the written consent of the City of Fairmont. Any attempt to do so without such consent shall be null and void of no effect.
- 6. PROTECTION OF PROPERTY: Vendor will use reasonable care to avoid damaging existing building, equipment and property or any materials furnished for completion of services at the applicable locations. If Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the City of Fairmont. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.
- 7. **PUBLIC STATEMENTS:** Vendor and/or subcontractors shall not use or reference the name or logo of the City of Fairmont in issuing any press releases or otherwise making any public statement with respect to this contract without the prior written consent of the City of Fairmont. Contracting with Vendor does not imply that the City of Fairmont has endorsed the products or services offered by the Vendor.



LINES DEPARTMENT STORAGE CANOPY

Mandatory Pre-Bid Meeting: Friday, October 4, 2019
At 1:00 pm at Waste Water Treatment Plant

Bids Due: Tuesday, October 29, 2019 at 10:00 a.m. (EST), 2019

SECTION 7 – BID FORM A BID PROPOSAL

BIDDER (company)

compliance with this Invitation to Bid, by signing below, Bidder hereby acknowledges at all of the documents within the bid packet have been reviewed and Bidder proposes provide the City of Fairmont in strict accordance with the bid and contract documents, the prices stated below:
roposed cost for Bid FY20-04 Lines Department Storage Canopy:
Total \$
Amount written out:
epresentative (print)
presentative (signature)
one Number Email
te



Bid Number FY20-04 LINES DEPARTMENT STORAGE CANOPY

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Bids Due: Tuesday, October 29, 2019 at 10:00 a.m. (EST), 2019

BID PROPOSAL - SECTION 0120

Proposal of:	
	d and existing under the laws of the State of
doing business as	
to the <u>CITY OF FAIRMONT</u> , <u>WEST V</u>	IRGINIA (hereinafter called "OWNER").
	BIDDER hereby proposes to provide the City of tract documents, at the prices stated within the
By submission of this bid, each BIDDER of party thereto certifies as to his own organize independently, without consultation, commerciating to this bid with any other bidder or	zation, that this bid has been arrived at nunication, or agreement as to any matter
BIDDER acknowledges receipt of the folloaddendum issued during the bid process, B	
Addendum # Dated	Bidder to initial
Addendum # Dated	Bidder to initial
Addendum # Dated	Bidder to initial
Addendum #	Bidder to initial
*NOTE: Insert "a corporation", "a par	tnership", or "an individual" as applicable.
Respectfully submitted:	
Signature Title	
Address	
Phone #	Date
	(Seal – if BID is by a corporation)
Attest	,



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on

CERTIFICATION AND SIGNATURE PAGE

By signing below, I (print name)	or
behalf of	, hereinafter
Company, certify that I have reviewed the C	city of Fairmont's solicitation for bid or request for
proposal for BID FY20-04: LINES DEPAR	TMENT STORAGE CANOPY in its entirety; that
the requirements, terms and conditions, and	d other information contained therein are clearly
understood; that the Company is submitting	g this bid or proposal or response for the City of
Fairmont's review and consideration; that	the Company agrees to hold firm the terms and
conditions of this bid or proposal or response	for a period of 90 (ninety) days, the bid hold period;
that if during the bid hold period, the City of F	airmont accepts the terms and conditions of this bid,
proposal or response, that the terms and co	onditions, including but not limited to terms and
conditions relating to price, quantities, and shape the Comment of	nipping and delivery, constitute a binding and valid
collisitation for hid or request for proposal, the	ty of Fairmont for the time period stated in the
certification and any documents relating there	at I am authorized by the Company to execute this to on the Company's behalf; that I am authorized to
bind the Company in a contractual relationship	with the City of Fairmont; and that this certification
and signature page together with the attached	proposal or response and the solicitation for bid or
request for proposal are sufficient to indicate the	hat a contract for the sale of goods described therein
has been made between the Company and the	City of Fairmont.
* *	·
Company	
Representative Name & Title (Print)	
1	
Representative Signature	Date
Phone	
Email Address	
Littati / Marcos	

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WORKERS COMPENSATION			WC STATU- OTH-	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A		}	E.L. EACH ACCIDENT \$	1,000,000.
[Mandatory in NH]		Ī	E.L. DISEASE - EA EMPLOYEE \$	1,000,000.
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT \$	1,000,000.
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CERTIFICATE OF LIABILITY INSURANCE

Section 00600-4

- The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
- 4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
- 5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor,
 - 5.1.1.have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and.
 - 5.1.2.have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
- 6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph
- 7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and,
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- 8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

Section 00600-5

- 11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 16. Owner shall be and is hereby declared a first party beneficiary to all insurance policies or insurance contracts between Contractor and Surety which in any manner relate to this Bond or the Contractor's performance of the obligations of the Construction Contract.
- 17. Definitions
 - 17.1. Claim: A written statement by the Claimant including at a minimum:
 - 1 The name of the Claimant:
 - 2 The name of the person for whom the labor was done, or materials or equipment furnished;
 - 3 A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 4 A brief description of the labor, materials, or equipment furnished;
 - The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 7 The total amount of previous payments received by the Claimant; and
 - 8 The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
 - 17.2. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be" asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 17.3. Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 17.4. Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 17.5. Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
- 18. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

END OF SECTION

PAYMENT BOND

For City of Fairmont, WV Bid FY20-04 - Lines Department Storage Canopy

CON.	TRACTOR (Name and Address):	SURETY (Name, and Address of Principal Place of Business
OWN	ER (Name and Address):	
	City of Fairmont 200 Jackson Street Fairmont WV 26554	
E	STRUCTION CONTRACT Effective Date of Agreement: Amount: Description (Name and Location):	
BOND)	
В	Sond Number:	
D	Pate (Not earlier than Effective Date of Agreeme	ent of the Construction Contract):
Α	mount:	
	and Contractor, intending to be legally bound mance Bond to be duly executed by an authori	hereby, subject to the terms set forth below, do each cause this zed officer, agent, or representative.
CONT	RACTOR AS PRINCIPAL	SURETY
<u> </u>	(Seal) actor's Name and Corporate Seal	Surety's Name and Corporate Seal
Contra	actor's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	Signature	By: Signature
	Print Name	Print Name
	Title	Title
Attest:	Signature	Attest: Signature
	oignature	oignature
	Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Section 00600-4

- 1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
- 4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
- 5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor,
 - 5.1.1.have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and,
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
- 6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph
- 7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and,
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant *have* reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- 8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or *give* notice on behalf of Claimants, or otherwise *have* any obligations to Claimants under this Bond.

Section 00600-5

- 11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 16. Owner shall be and is hereby declared a first party beneficiary to all insurance policies or insurance contracts between Contractor and Surety which in any manner relate to this Bond or the Contractor's performance of the obligations of the Construction Contract.

17. Definitions

- 17.1. Claim: A written statement by the Claimant including at a minimum:
 - 1 The name of the Claimant;
 - 2 The name of the person for whom the labor was done, or materials or equipment furnished;
 - 3 A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 4 A brief description of the labor, materials, or equipment furnished;
 - The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 7 The total amount of previous payments received by the Claimant; and
 - 8 The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
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- 17.3. Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 17.4. Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 17.5. Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
- 18. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

END OF SECTION

BID FORM 5% BID BOND

City of Fairmont Bid FY20-04 Lines Department Storage Canopy

CONT	RACTOR (Name and Address):	SURETY (Name, and Address of Principal Place of Business	;):
		·	
OWNE	ER (Name and Address): City of Fairmont 200 Jackson Street Fairmont WV 26554		
E	LITION CONTRACT ffective Date of Agreement: mount: escription (Location(s)):		
BOND			
Bo Da Ar	ond Number: ate <i>(Not earlier than Effective Date</i> of <i>Agree</i> mount:	ment of the Demolition Contract):	
	and Contractor, intending to be legally bour to be duly executed by an authorized officer,	nd hereby, subject to the terms set forth below, do each cause this B agent, or representative.	id
CONTI	RACTOR AS PRINCIPAL	SURETY	
Contra	ctor's Name and Corporate Seal	Surety's Name and Corporate Seal	
Ву:	Signature	By: Signature	
	Print Name	Print Name	
	Title	Title	
Attest:	Signature	Attest: Signature	
	Title	Title	

For City of Fairmont, WV Bid FY20-04 Lines Department Storage Canopy

CONTRACTOR (Name and Address):	SURETY (Name, and Address of Principal Place of Business
OWNER (Name and Address): City of Fairmont 200 Jackson Street Fairmont WV 26554	
CONSTRUCTION CONTRACT Effective Date of Agreement	
BOND	
Bond Number:	
	ment of the Construction Contract):
Amount:	ment of the Construction Contract):
Performance Bond to be duly executed by an author	d hereby, subject to the terms set forth below, do each cause this prized officer, agent, or representative.
CONTRACTOR AS PRINCIPAL	SURETY
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
Ву:	Ву:
Signature	Signature
Print Name	Print Name
Title	Title
attest:	Attest:
Signature	Signature
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

- 1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein in its entirety by reference, including all provisions of such Construction Contract which require the payment of liquidated damages by the Contractor to the Owner, subject to the following terms.
- 2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend, unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors:
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled

to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 14. Owner shall be and is hereby declared a first party beneficiary to all insurance policies or insurance contracts between Contractor and Surety which in any manner relate to this Bond or the Contractor's performance of the obligations of the Construction Contract.

15. Definitions

15.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the

Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

- 15.2. Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 15.3. Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 15.4. Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 15.5. Contract Documents: All the documents that comprise the agreement between tt)e Owner and Contractor.
- 15.6. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

PROPOSED SUB-CONTRACTOR'S LIST

By signing below, Io		
of, hereinafter Company, do hereby certify		
the Company proposes to utilize th		
Name	Mailing Address	
Dated this day of	, 2018	
	Printed Name of Business Entity	
	Signature of Authorized Representative	
	Printed Name of Authorized Representative	

CONSTRUCTION AGREEMENT SECURITY RENOVATIONS TO LINES DEPARTMENT STORAGE CANOPY

THIS AGREEMENT	made this _	day of		20, 1	by and
between					
City of Fairmont, a public co					
hereinafter Owner.			,		- ·,
WHEREAS, certain r provide for increased secu "Wastewater Treatment Plan County, WV;	rity at the	Owner's fa	cility commonly	identifi	ied as
WHEREAS, in compl based upon reasonable estin Fairmont, informally solicited renovations; and	nates and pl	ans and spec	ifications prepare	d by C	city of
WHEREAS, responsible quote in the amou	int of \$		provided	the	lowest for
the scope of the work as specif	fied in this A	greement.			

NOW THEREFORE THIS AGREEMENT WITNESSETH:

For and in consideration of the aforementioned recitals, the terms and conditions hereinafter set forth and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Owner hereby covenant and agree as follows:

- 1. Scope of Work and Specifications. Contractor agrees to do and perform all preparation, work and to further provide all necessary demolition and construction materials, tools, machinery, services and supervision necessary for the scope of the work, at the facility commonly known as the "Wastewater Treatment Plant" at Washington Street, Ext., Fairmont, Marion County, West Virginia, exactly in accordance with the plans, specifications and drawings and the material list approved in writing by the Owner and prepared by City of Fairmont. Contractor acknowledges receipt of said plans, specifications and drawings and material list.
- 1.1 On a daily basis during construction, Contractor agrees to keep the site clean, orderly and free of debris, rubbish and litter. At the completion of construction and within five (5) days therefrom, Contractor agrees to remove all remaining construction debris, rubbish, litter, and other materials and to dispose of the same and to remove all equipment, tools, machinery and surplus materials at its sole cost and expense.

- 1.2 Contractor shall be responsible for all flammable materials present on Site and shall provide fire protection for same.
- 1.3 The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. The Contractor shall be responsible for all costs required for the removal of debris, trash and waste materials related to the Work.
- 1.4 Notwithstanding anything contained in the Contract Documents to the contrary, the Contractor shall be responsible for final cleaning of the Project directly or indirectly related to the Work.
- - 2.1 All work must be reviewed and approved by the Owner;
- 2.2 Retention of retainage equal to ten percent (10%) of the contract amount which shall be released to the Contractor after the Owner has conducted a final inspection to confirm the quality and completeness of the work;
- 2.3 Payment of any penalty amount due the Owner pursuant to paragraph 21 of this Agreement; and
 - 2.4 Payment shall be further subject to the following:
- (a) Prior to payment, Contractor shall pay the City of Fairmont's Business and Occupation taxes due on this Agreement at the rate then in effect or the Owner may withhold said taxes from the final payment due Contractor and pay it over to the City Finance Department.
- (b). Prior to payment, Contractor will withhold from the final payment to any subcontractor an amount equal to the amount of the City of Fairmont's Business and Occupational taxes due on the subcontracted amount until the subcontractor pays to the City of Fairmont the total amount of business and occupation taxes due, and until receipt of a written release from the Director of Finance of the City of Fairmont certifying that the business and occupation taxes of the subcontractor have been paid. The amount withheld by the Contractor from the final payment to any subcontractor shall be paid to the City of Fairmont by Contractor upon demand of the Director of Finance, if the subcontractor has not paid the City of Fairmont the Business and Occupation taxes due on the subcontract.

- 3. Site and Site Conditions. Site, when used in this document, shall mean the real estate of the City of Fairmont and the Wastewater Treatment Plant located at Washington Street, Ext., Fairmont, WV. Contractor has been provided the right and license to enter upon the site, with such employees, representatives and agents and with such tools. machinery and equipment as may deem necessary to examine and inspect the site and to make and conduct any preliminary tests and inspections, including but not limited to physical inspections and studies and analysis of the structure and the real estate as deemed necessary. Contractor acknowledges that it has informed itself fully as to all site conditions relating to the work. Contractor's failure to have fully informed itself or Contractor's failure to have examined and inspected the site will not relieve Contractor of its obligations to perform this Agreement fully. Owner has not made or provided any express or implied representations or warranties whatsoever regarding any physical, surface, subsurface, or geotechnical conditions of the site. Contractor knows and accepts all existing structural, access, surface, subsurface, soil and geotechnical conditions of the site and assumes all risk of any differing, latent or unknown site condition which may hereafter be discovered regardless of the nature or type of said condition and further knowingly, voluntarily and intelligently waives any and all claims against the Owner, including all claims for additional money or time, for differing, latent or unknown or unforeseen site conditions which may hereafter be discovered regardless of the nature or type of said condition.
- 4. <u>Delay Claims</u>. Contractor knowingly, voluntarily and intelligently waives any and all delay claims and all claims for delay damages, including but not limited to all direct and indirect claims, and all claims for extended operations, lost profits, lost work, de-mobilization and re-mobilization costs, and overhead.
- 5. Commencement and Completion Dates. Contractor shall commence work on or after the date of the Notice to Proceed. Subject to force majeure as set in paragraph 21, if for any reason all work is not completed in full on or before 90 days from the date of the Notice to Proceed, (the "Completion Date"), there shall be deducted from the contract price a penalty of Five Hundred Dollars (\$500.00) per day for each day beyond the Completion Date that the work is not completed, The Owner may, in addition to deducting said penalty, exercise any rights and remedies which may be provided in this Agreement or by law for the failure by Contractor to timely complete the work under this Agreement.
- 6. <u>Independent Contractor</u>. Contractor warrants and represents to the Owner that it is fully experienced in and capable of performing the work and that it is properly equipped, organized and financed to perform the work. Contractor shall finance its own operations, shall operate as an independent contractor and not as the agent of the Owner.
- 7. Owner's Role. No legal relationship is intended to be created by and between the Owner and the Contractor and no such relationship exists other than expressly provided herein. The Owner is not a co-partner, co-venturer, guarantor, indemnitor, agent, employer, employee, of the Contractor for any purpose whatsoever.

- 8. Best Efforts of Contractor. Notwithstanding the Completion Date deadline as hereinabove described and subject to force majeure, Contractor will at all times exert its reasonable and diligent efforts to complete the work at the earliest possible time prior to the Completion Date, will at all times furnish sufficient materials, labor and equipment to assure the most efficient and speediest progress, and will have a competent foreman or superintendent on the Site at all times supervising the work. If Contractor fails to perform the work diligently or abandons or ceases work for a period of two (2) or more consecutive work days or fails in any way to perform the conditions hereunder or fails to pay laborers, mechanics, materialmen and suppliers when due or shall become insolvent or unable to meet its obligations as they become due or shall make an assignment for the benefit of creditors or shall commence any proceeding in bankruptcy, or if any such proceedings are commenced against it, the Owner may, following written notice to Contractor and Contractor's failure to provide the Owner with adequate assurance within twenty-four (24) hours of its receipt of such notice from the Owner of its ability to timely complete the work and without prejudice to any other rights it may have under this Agreement, including, without limitation, its rights under the payment and performance bond to be furnished by Contractor pursuant to paragraph 11 below, by giving twentyfour (24) hours written notice of its election to Contractor following Contractor's failure to provide adequate assurance, take over the work, or any part thereof, and finish the work by whatever method it deems expedient. In such event, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance due to Contractor exceeds the expense of completion of the work, the excess shall be paid to Contractor. If the expense to complete the work exceeds the unpaid balance due to Contractor, Contractor shall promptly pay the difference on demand plus any penalty payable due to Contractor's failure to complete all of the work by the Completion Date.
- 9. Extras/Additions-Prior Change Order. A Change Order shall be a pre-approved written order to the Contractor signed by the Owner to change the Work, Contract Sum or Contract Time.
- 9.1. By appropriate Modification, changes in the Work may be accomplished after execution of the Contract by a written Change Order. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized only by written Change Order signed by the Owner and Contractor. Absent a pre-approved written change order providing for an increase to the Contract Sum and signed by the Owner, Contractor shall not entitle to any compensation other than the Contract Sum. All time extension and extra cost requests not authorized in advance as noted herein will be refused and not paid for by Owner.
- 9.2 The Owner will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Minor Changes in the work are changes which do not have an associated cost for materials, labor and machinery in excess of \$250.00. Such

changes shall be written orders and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly.

- 9.3 If concealed conditions are encountered at the Site that differ materially from those revealed by the Site inspection, the Contract Sum and Contract Time may be subject to equitable adjustment.
- 9.4 Notwithstanding anything contained in this Agreement or the Addenda thereto, if any, before proceeding with any work involving possible claims by Contractor for extra compensation above the contract price, Contractor within five (5) days of discovery of the event giving rise to potential claims, shall submit, in writing, to Owner a detailed estimate of the price for such work, and shall secure from Owner a written Change Order describing such work and fixing Contractor's total compensation. No claims for additional compensation shall be allowed or binding on the Owner unless preapproved in writing by the Owner. Any claim for extension of time for completing the work resulting from any such change must also be submitted and disposed of in like manner and in the same written Change Order.
- 9.5 Should Contractor be delayed in the performance or completion of the work hereunder by Owner or by any cause beyond the control of contractor, Owner will, at Contractor's request, extend by written Change Order to be signed by Owner the said work schedule for a period of time equivalent to any such delay. Contractor will accept such extension in full settlement and satisfaction of any and all claims he may have against Owner for damages as a result of any such delay.
- 10. <u>Permits and Licenses</u>. Contractor shall, at its own cost and expense, apply for and obtain all necessary permits and licenses and pay all fees, including tipping fees, if any, connected with, the work in accordance with the requirements of all agencies and authorities having jurisdiction thereof.

Contractor shall have provided the Owner with evidence that it has a valid State of West Virginia Contractor's License and a valid City of Fairmont Contractor's License and Contractor shall maintain both such licenses in full force and effect during the term of this Agreement.

Contractor shall provide Owner with assurance that Contractor is a West Virginia corporation in good standing.

Contractor shall ensure compliance with the requirements of Paragraph No. 9 for all subcontractors.

11. <u>Performance and Payment Bond.</u> Contractor shall, at its sole expense, furnish a bond or bonds in favor of the Owner assuring completion and faithful performance of the work and the payment of all obligations arising in connection with performance of the work, in the form and with a surety or sureties that are approved by the Owner and in an

amount equal to the contract price in accordance with the form of the Performance Bond and Payment Bond.

- 12. <u>Insurance Coverages/Workers Compensation.</u> Contractor shall purchase and maintain, during the term of this Agreement the amounts, limits and types of insurance coverages and workers compensation insurance in accordance with the Specimen Accord Certificate of Liability Insurance and the City of Fairmont Insurance Certificate and Insurance Requirements Edition 2017.
- 13. Indemnification. Contractor shall indemnity, defend and hold the Owner harmless against all liabilities, claims and demands for personal injury or property damage arising out of or caused by any act or omission of Contractor, its subcontractors, agents, or employees in performing the work. Contractor shall use proper care in the performance of the work so as to not cause damage to the Owner's facility, any adjacent property and Contractor shall be responsible for all such damage and shall indemnify, defend and hold the Owner harmless from any liabilities, claims or demands from damage to such facility or adjoining property. If any suit is instituted against the Owner arising out of or in any way connected with an act or omission of Contractor in performing the work, Contractor will assume the defense of Owner and pay all costs, including the cost of litigation, expert witnesses, and attorneys, and all other legal expenses in defense of such suit.
- 14. Assignment and Subcontracting. Contractor shall not assign this Agreement or any amount payable hereunder without the prior written consent of the Owner. Contractor shall disclose to the Owner for approval the names of all subcontractors, if any, or other persons with whom it contracts or intends to contract with or hereafter contracts with in connection with the performance of the work and shall not subcontract all or any portion of the work without the prior written consent of the Owner. All subcontractors approved by the City must have a valid State of West Virginia Contractor's License, a valid City of Fairmont Contractor's License, and produce evidence of the insurances required by this Agreement.
- 15. Hours of Work. Hours of work shall be any deemed suitable by Contractor, provided however, that if Contractor elects to work at night, it shall give notice in writing to the Utility Manager of the City of Fairmont and secure his prior approval and shall comply with any and all ordinances relating to same. This provision does not apply to emergency work at night. Emergencies are defined as unforeseen occurrences and combinations of circumstances in which are involved public safety, the protection of completed work or the protection of life and property, all requiring immediate or sustained work on the demolition. Such emergency work does not require prior approval by the Project Manager however, said Supervisor may, under such emergency conditions, direct Contractor to work at other than the usual hours, However, failure of the Project Manager to declare emergency conditions will not in any way relieve Contractor of its responsibility for the protection of completed work, the safety of its employees, and the protection of life and property.

- 16. <u>Utilities</u>. If applicable, Contractor shall confer with the City of Fairmont Utilities Department and/or contact appropriate utility companies for location of existing utilities at the site prior to commencing work and Contractor shall be responsible, at its expense, for the repair of damages to utilities caused by its work at the site.
- 17. <u>Safety</u>. Contractor shall comply with all applicable state federal and local safety regulations at all times during the term of this Agreement.
- 18. <u>Traffic Control.</u> If applicable, Contractor shall be responsible for furnishing, maintaining, and placing needed traffic control devices in and around the Site to adequately protect the public and workers. Traffic control shall be conducted in a manner that will interfere as little as possible with travel upon walks, streets, highways, roads, and driveways.
- 19. Force Majeure. In the event that any unforeseeable cause beyond the reasonable control of and not resulting from the fault or negligence of the party affected thereby, such as Acts of God; acts of the public enemy; insurrections; riots; labor disputes; strikes; lockouts; fires; explosions; floods; or unusual climatic conditions; interruptions of transportation; embargoes; orders or acts of any duly authorized civil, governmental or military authority; or any other cause of a like or similar nature (herein referred to as "force majeure") wholly or partly prevents a party from performing its obligations and responsibilities hereunder (other than obligations of either party to pay or expend money for or in connection with the performance of this Agreement), then if the party affected by such force majeure gives to the other party written notice of the extent and probable duration of such force majeure, the obligations and responsibilities of the party giving such notice shall be suspended to the extent made necessary by such force majeure and during its continuation; provided, however that the cause of such force majeure is eliminated insofar as possible with all reasonable dispatch.
- 20. <u>Notices</u>. Any notice to be given under this Agreement shall be sufficient if delivered in person or mailed first class, postage prepaid, the following addresses shall prevail until notice of change is given:

Owner:	City of Fairmont	City of Fairmont		
	Attn:	, Project Manager		
	P.O. Box 1428			
	Fairmont, WV 265	554		
	(304) 366-6211 Tel	ephone		
	(304) 366-0228 Fa	x		
Contractor:				
	-	 		

- 21. <u>Governing Laws</u>. This Agreement shall be construed in accordance with the laws of the State of West Virginia.
- 22. <u>Dispute Resolution</u>. Either Owner or Contractor may request mediation of any dispute that may arise hereunder. The mediation will be governed by Rule 25 Mediation of the West Virginia Trial Court Rules. The requesting party shall submit the request for mediation in writing to the other party. The parties shall participate in the mediation process in good faith. The mediation process shall be completed within 60 days of the date of the request. If the dispute is not resolved by mediation, the Owner or Contractor may elect to submit the dispute to the Circuit Court of Marion County, West Virginia, which by agreement of the parties shall be deemed the only court of competent jurisdiction to resolve the dispute.
- 23. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and, their respective successors and assigns as the case may be.
- 24. <u>Entire Agreement</u>. This Agreement supersedes all agreements previously made, if any, between the parties relating to its subject matter. There are no other understandings or agreements between them concerning its subject matter.
- 25. <u>Counterparts</u>. This Agreement is executed in two counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. One counterpart has been delivered to each party hereto and shall remain in the possession thereof.

Remainder of Page Intentionally Blank

In witness whereof the parties have executed this agreement, all of which has been duly authorized, as of the date and year first above written.

		City of Fairmont,
		a Public Corporate Body,
		By:
		By: Valerie Means, City Manager
ATTEST:		
	City Clerk	
		W. W. C. C.
		a West Virginia Corporation,
	•	By:
		, its President
ATTEST:		
	Secretary	

ATTACHMENT

DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT WEST VIRGINIA CODE §21-1D-5

COUNTY OF,	To Wit:	
I,state as follows:	, after being	g duly sworn, depose and
I am an employee, principal	or duly authorized agent of	;
		Company Name
and, I do hereby attest that	maintains	
a valid written drug free workplace p of West Virginia Code §21-1D-5.	policy and that such policy is in co	mpliance with the provisions
The above statements are sw	orn to under penalty of false swe	aring.
	Company	y Name
	By:N	
	Title:N	ame
	Date:	
Taken, subscribed and sworn	to before me this day of	, 20, by
Name	,Title	of
Company Name	·	
	Notary Pu	ıblic
	My commission expires:	

ATTACHMENT

NON-DISCRIMINATION IN WORKPLACE CONFORMANCE AFFIDAVIT

STATE OF WEST VIRGINIA COUNTY OF	To Wit:			
	, 10 WIL.			
I,state as follows:	, after	r being duly swo	orn, depose ar	ıd
I am an employee, principa	or duly authorized agent of	f	N.	;
and, I do hereby attest that	C		does no	t
discriminate against any employee or national origin, or any other for demotion, recruitment, advertising forms of compensation, selection for the above statements are so	m of discrimination in hiring , or solicitation for employn	g, placement, up, ment, training, ra ermination.	grading, trans	sfer o
	Co	mpany Name		
	By:	Name		-
Taken, subscribed and swo	Date:	day of	, 20	
Name	, Titl	le	01	
Company Name				
	Not	tary Public		
	My commission ex	xpires:		

ATTACHMENT City of Fairmont

NON-LITIGATION CERTIFICATE

By signing below, I	on behalf of
been a party and is currently not a par	fy that Company has not within the past three (3) years ty to any actual or threatened litigation, mediation or of any construction contract with any local, state or federal
Dated thisday of	
	Company Name
	By: Name
	Printed Name of Authorized Representative
	Title:
	Date:



























